

This instrument prepared by
and to be returned to:

Timothy D. Davis
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203
(205) 328-0640

STATE OF ALABAMA)
COUNTY OF SHELBY)

Inst # 1995-20565

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES is made this 1st day of August, 1995, by JOE L. TIDMORE, an individual, and CHARLES O. TIDMORE, an individual (referred to collectively as the "Assignors") in favor of SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association (the "Lender").

R E C I T A L S:

WHEREAS, Lender has agreed to loan to Tidmore Oil Co., Inc., an Alabama corporation, (the "Borrower"), up to the principal amount of \$654,000.00 (the "Loan") on certain terms and conditions as set forth in that certain Construction Loan Agreement executed by and between Borrower and the Lender dated of even date herewith, together with any and all amendments or modifications hereafter made thereto (the "Loan Agreement") (the Loan Agreement and any and all other documents and instruments relating to the Loan, together with any and all extensions, revisions, modifications or amendments hereafter made to any of the foregoing, hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, Assignors have agreed to guarantee the Loan by executing the Guaranties (as defined in the Loan Agreement); and

WHEREAS, as security for the payment and performance of the obligations of Assignors under the Guaranties, the Assignors have agreed to grant to Lender that certain Mortgage and Security Agreement dated of even date herewith (the "Mortgage") on the property described in Exhibit "A"; and

WHEREAS, as further security for the payment and performance of the obligations of Assignors under the Guaranties, Assignors have agreed to grant to Lender this Assignment.

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09:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
JOS MCD 21.00

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and to secure the prompt payment and performance of the Mortgagor under the Guaranty, Assignors do hereby sell, assign, transfer and set over unto Lender, its successors and assigns, all of the Assignors' interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the property described in Exhibit "A" attached hereto, and the improvements located or to be located thereon, including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of said leases and agreements.

Assignors agree to duly operate and maintain the aforesaid property and perform all requisites on its part to keep any and all leases of said property in full force and effect.

Assignors agree that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of, any part of said property.

Assignors further agree that they will not assign the rent or any part of the rent of said property, nor collect rents under any leases or other agreements, relating to use of any part of the property, for a period further in advance than one (1) month without the written consent of the Lender, nor do any other act whereby the lien of the Mortgage and this Assignment may, in the opinion of the Lender, be impaired in value or quality.

Assignors agree that they have not and will not enter into any fictitious lease or any lease for the purpose of avoiding creditors, and any attempt to do so will be void. Assignors represent and warrant that all leases, if any, presently in effect are, and all leases hereafter entered into will be, arms-length leases for a rental rate, which, in Assignors' best judgment, represents a fair market rental.

Assignors further agree that this Assignment is to remain in full force and effect so long as the Guaranty remains in force.

It is expressly understood and agreed by Assignors and Lender that said Assignors reserve, and are entitled to collect, said rents, income and profits upon, but not prior to, their accrual under the aforesaid leases, and to retain,

use and enjoy the same unless and until the occurrence of an Event of Default pursuant to (and as defined in) the Loan Agreement, the Note, the Guaranties, the Mortgage, or any of the other Loan Documents, or until the violation of any term, condition or agreement of this Assignment, each of which shall constitute an "Event of Default" hereunder.

Assignors do hereby authorize and empower Lender to collect, upon demand, after any Event of Default hereunder, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of said property, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits. Any lessee making such payment to Lender shall be under no obligation to inquire into or determine the actual existence of any Event of Default claimed by Lender.

Any amount received or collected by Lender by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of Lender:

- (1) to the payment of all necessary expenses for the operation, protection and preservation of the property, including the usual and customary fees for management services;

- (2) to the payment of taxes and assessments levied and assessed against the property as said taxes and assessments become due and payable;

- (3) to the payment of premiums due and payable on any insurance policy related to the property;

- (4) to the payment of the obligations of Assignors under the Guaranties;

- (5) to the payment of any other sums due to Lender, including those due under the Mortgage and/or any of the other Loan Documents; and

- (6) the balance remaining after payment of the above shall be paid to the then owner of record of said property.

Assignors hereby agree to indemnify Lender for, and to save it harmless from, any and all liability, loss or damage which Lender might incur under said leases or by virtue of this Assignment, and from any and all claims and demands whatsoever which may be assessed against Lender thereunder or hereunder, and, without limiting the generality of the foregoing, covenants that this Assignment, prior to any such default by said Assignors and entry upon the property by said Lender

by reason thereof, shall not operate to place responsibility for the control, care, management or repair of said property upon Lender, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Lender responsible or liable for any waste committed on the property by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said property resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

The terms "Mortgage", "Loan Agreement" and "Loan Documents" shall refer to such instruments as they may hereafter be amended. This agreement shall be binding upon the Assignors, their successors and assigns and subsequent owners of the property, or any part thereof, and shall inure to the benefit of Lender, its successors and assigns and any holder of the Note.

IN WITNESS WHEREOF, Assignors have executed this instrument as of the day and year first above written.

ASSIGNORS:

Joe L. Tidmore
Joe L. Tidmore
Charles O. Tidmore
Charles O. Tidmore

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joe L. Tidmore, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal, this the 1st day of August, 1995.

(SEAL)

[Signature]
Notary Public
My Commission Expires: 2-13-99

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles O. Tidmore, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal, this the 1st day of August, 1995.

(SEAL)



Notary Public

My Commission Expires: 2-13-99

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EXHIBIT A

Part of the NW 1/4 of the NW 1/4 of Section 23, Township 21, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the NW 1/4, Section 23, Township 21 South, Range 3 West and run Westerly along South line of said 1/4-1/4 section 8.6 feet; thence turn right 98 degrees 43 minutes and run Northerly 272.20 feet to a point on the Westerly right of way of Alabama Highway 119, said point also being the Point of Beginning; thence continue along last described course and along said right of way, 190.00 feet; thence turn left 100 degrees 51 minutes 54 seconds and run Southwesterly 250.00 feet; thence turn left 79 degrees 08 minutes 06 seconds and run Southwesterly 190.00 feet; thence turn left 100 degrees 51 minutes 54 seconds and run Northeasterly 250.00 feet to the point of beginning.

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